STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 7091

Petition of Green Mountain Power Corporation for a certificate of public good, pursuant to 30 V.S.A. § 248(j), authorizing the location of Independent Wireless One Leased Realty Corporation antennas and related equipment on and near GMP's Transmission Pole #89 located slightly less than 2000 feet east of Interstate 89 and Route 2 in the Town of Richmond, Vermont –

Order entered: 11/3/2005

I. INTRODUCTION

On July 19, 2005, the Vermont Public Service Board ("Board") received from Green Mountain Power Corporation ("GMP") a petition for a certificate of public good pursuant to 30 V.S.A. § 248(j) authorizing the location of Independent Wireless One Leased Realty Corporation ("IWO") antennas and related equipment on and near GMP's Transmission Tower #89 ("Tower #89") in Richmond, Vermont. The proposed construction consists of the addition of a group of three six-foot antennas atop, and related equipment at the base of, Tower #89, which is located slightly less than 2,000 feet east of Interstate 89 and Route 2. GMP submitted prefiled testimony, proposed findings, and a proposed order pursuant to the requirements of 30 V.S.A. § 248(j).

Notice of this filing was sent on August 17, 2005, to all parties specified in 30 V.S.A. § 248(a)(4)(C) and all other interested parties. The notice stated that persons wishing to submit comments as to whether the petition raises a significant issue with respect to the substantive criteria of 30 V.S.A. § 248 must file their comments with the Board on or before September 19, 2005. A similar notice of the filing was published in the *Burlington Free Press* on August 22, 2005, and August 29, 2005.

The only comments received were from the Vermont Department of Public Service ("Department") which, on September 19, 2005, filed a letter stating that the Department has reviewed the petition and concluded that the petition raises no significant issues with respect to

the substantive criteria of 30 V.S.A. § 248. The Department's conclusion is conditioned upon GMP: (1) clarifying whether one or two poles are contemplated for the antennas, and (2) amending the testimony of Walter Hipp at page 5 where it makes reference to IWO being responsible for the maintenance of its own equipment on GMP's transmission tower.

On September 22, 2005, GMP filed a letter which clarified that a single pole would be attached to Tower #89.[1] GMP also stated that, while Mr. Hipp's testimony accurately reflects the provisions of the Master Lease Agreement, the practice has been that GMP maintains, at IWO's expense, any IWO equipment that is mounted on the GMP transmission tower, and that IWO will maintain IWO equipment that is not directly mounted on the GMP transmission tower.[2]

II. FINDINGS

1. GMP is a company as defined in 30 V.S.A. § 201 and as such is subject to the Board's jurisdiction pursuant to 30 V.S.A. § 203. Pet. at 1.

2. GMP owns and operates transmission facilities in the State of Vermont, including the 3302 transmission line, which is a 34.5 kV line that connects the Bolton Falls substation to the Essex Sandhill Road substation. Couture pf. at 3-4.

3. The 3302 line was constructed in 1929 under the authority of the Board's General Order 18. Couture pf. at 3-4.

Project Description

4. Tower #89 is an existing steel-frame transmission tower on the 3302 line, situated north of Interstate 89, near Exit 11 in Richmond, Vermont. Tower #89 is on a slope, and is between 79 and 84 feet above grade. Couture pf. at 3; Wheeler pf. at 3; exh. GMP-5.

5. IWO proposes to install three PCS antennas on top of the existing Tower #89. Each antenna would be 64 inches high, 10.6 inches wide, 2.75 inches deep, and would be mounted radially around a single-pole mast. The tops of the antennas would extend six feet above the top of Tower #89, for a total combined maximum height of 90 feet. Andras pf. at 3-4.

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1. Specifically, GMP clarified that the photo simulations by Tectonics which show two poles supporting antennas (exh. GMP-4, pages 11, 14, 23), are outdated and do not reflect the proposed design. The more accurate photo simulations by ATC showing a single pole attached to Tower #89 are included in exh. GMP-4 at pages 2 through 9.

2. This issue is addressed in the discussion following the Project Description, below.

6. IWO also proposes to install ground equipment near the base of Tower #89. The ground equipment would consist of a standard Lucent Flexent CDMA Base Station version 4.0 and a Power Cabinet. The Base Station cabinet dimensions are approximately 35.4 inches wide, 72 inches tall, and 40 inches deep. The Power Cabinet dimensions are 35.4 inches wide, 70.9 inches tall, and 35.8 inches deep. The Base Station and Power Cabinet would be installed within the GMP right-of-way on a 9-foot by 5.5-foot steel platform supported by four concrete piers near ground level. This platform would be located within a 20-foot by 10-foot fenced-in gravel area. The fence would be a 6-foot-high chain link fence topped by a one-foot barbed wire extension. IWO proposes to construct a 650-foot driveway to access the site. Andras pf. at 4; Wheeler pf. at 2; exh. GMP-5.

7. The cellular communications equipment on the steel platform would be connected to the three antennas via six coaxial cables of 1.25 inches in diameter. A 22-foot ice bridge would carry the coaxial cables between the steel platform and the existing Tower #89. Wheeler pf. at 2; exh. GMP-5.

8. Electric and telephone service would be supplied to the proposed facilities via a 320-foot underground extension from an existing utility pole and pedestal in the area between Meadow Land and Field Lane. Andras pf. at 14; Wheeler pf. at 2; exh. GMP-5.

9. The ground equipment would operate at 120/240 volts, at100 amps. The facility would have an ordinary residential-style 200 amp line from GMP's local distribution network. Andras pf. at 14.

10. GMP has entered into a Master Lease Agreement with IWO. This agreement includes a Site License, which will allow IWO to install an antenna array that will extend approximately six feet atop Tower #89 and to install related PCS transceiver equipment in the GMP right-of-way. Couture pf. at 2; exhs. GMP-1, GMP-2, GMP-5. Findings 5 through 10 are hereafter collectively referred to as the "Project."

11. The Master Lease Agreement has no fixed expiration date. The Site License under the Master Lease Agreement is initially for five years. IWO can automatically renew the lease for three additional five-year terms. IWO will pay GMP $1,100 per month, plus all costs associated with the Project, including costs associated with obtaining permits and the construction and

maintenance of its equipment on the site. The lease agreement has a renewal escalator clause that provides that the payments will be not less than the present amount increased for inflation using the Consumer Price Index for All Urban Consumers. Couture pf. at 2-3; exhs. GMP-1, GMP-2.

12. Under the Master Lease Agreement, GMP grants IWO access to the GMP easement area. IWO performs all work on its equipment that is not on the tower. GMP will do all maintenance on its tower for IWO's antennas at IWO's cost and expense. Couture pf. at 3; Andras pf. at 4; exh. GMP-1.

13. The Master Lease Agreement requires that IWO's proposed facilities:

> shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Bell System Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA), the Vermont Occupational Safety and Health Act (VOSHA), and any other governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply. In the event of any attachment to a transmission tower or to a location on a pole which is above [GMP]'s utility lines, any installation shall be performed by [GMP] at [IWO]'s expense.

Exh. GMP-1, Article V(A).

14. The proposed antennas would serve the Sprint wireless system, which is a CDMA-based PCS wireless mobile phone and high-speed data services network. The system operates within the FCC's designated PCS frequency band (1.85 - 2 GHz) and is all-digital. As a result of the CDMA modulation technique, the digital information is spread over a relatively large bandwidth, which improves communications clarity and call-carrying capability, and allows the signal to be transmitted at a lower power than for other cellular carriers. This high-frequency, lower-power (relative to cellular) operation lessens the coverage footprint of a typical cell site relative to the higher-power, 800 MHz cellular-coverage footprint at an equivalent site. In general, because each Sprint site covers a smaller geographical area than a site for other cellular networks, Sprint requires additional sites to match the other cellular network's coverage footprint. Andras pf. at 3.

15. IWO's overall objective for the Project is to provide continual Sprint PCS coverage along Interstate 89 in the area of Exit 11 in Richmond. The proposed antennas would connect

PCS devices from the west with antennas in Williston and from the east with facilities in Bolton, and would also provide coverage for a significant portion of Route 117 through the Richmond area. The French Hill area of Interstate 89 is notorious for dropping cell phone calls. The Project is designed to fix that problem, and to serve adjacent areas. Andras pf. at11.

16. Tower #89 would provide close-to-ideal coverage of Interstate 89 and Route 117 in that area. Andras pf. at 12.

17. The land on which GMP's transmission easement is located, and on which the proposed IWO equipment would be located, is subject to existing Act 250 Permit No. 300021. The District Coordinator for District Commission No. 4 determined that a permit amendment is not required based on a determination that the proposed installation is not a substantial or material change to the original project. Andras pf. at 5-6; exh. GMP-9.

18. IWO has obtained the legal permissions from the underlying landowner and the easement holder to construct the Project on the site, subject to obtaining necessary governmental permits. Andras pf. at 5; exh. GMP-7.

Discussion

The Master Lease Agreement (exh. GMP-1) and the various witnesses' testimony are not entirely consistent regarding the issue of whether GMP or IWO will maintain IWO's equipment on GMP's transmission tower. The Master Lease Agreement states, at Article V(A), that "[i]n the event of any attachment to a transmission tower or to a location on a pole which is above [GMP]'s utility lines, any *installation* shall be performed by [GMP] at [IWO]'s expense" (emphasis added). The Master Lease Agreement also states, at Article IX(A), that "[IWO] shall, at its own expense, *construct and maintain* its attachments on [GMP]'s poles in a safe condition and in a manner acceptable to [GMP], so as not to conflict with the use of the poles by [GMP] or other authorized users" (emphasis added). When referring to the Master Lease Agreement, the testimony of Ken Couture, employed by GMP, at page 3 states that "IWO performs all work, which must be built to GMP standards and cannot conflict with the use of the poles by GMP." The testimony of Rick Andras, who is employed by IWO, at page 4 states that "[t]he site license agreement provides that GMP will do all maintenance on its tower for IWO's antennas at IWO's cost and expense," and at page 15 states that "[u]nder our site license agreement with GMP,

GMP must do any work on the GMP structure. We never step off the ground." However, no such language is included in the Site License (exh. GMP-2) filed with the petition. When referring to the Master Lease Agreement, the testimony of Walter Hipp, employed by GMP, at page 5 states that "GMP will maintain its own facilities and IWO will maintain its own facilities on the tower."

At the Department's request, GMP clarified that, notwithstanding the language of the Master Lease Agreement, the practice has been that GMP maintains, at IWO's expense, any IWO equipment that is mounted on GMP's transmission towers, and that IWO will maintain IWO equipment that is not directly mounted on the GMP transmission tower. To remove any ambiguity, and to minimize the possibility that the installation and maintenance of IWO's facilities on GMP's transmission tower could adversely affect system reliability, worker safety, or the public safety, we will require that the installation and maintenance of IWO's facilities on GMP's transmission tower be performed by, or under the direct supervision of, GMP.

Orderly Development of the Region

[30 V.S.A. § 248(b)(1)]

19. The proposed Project has received a zoning permit from the Town of Richmond. Andras pf. at 5; exh. GMP-8.

20. The co-location of the wireless antennas with the transmission tower reduces the impact of having two separate towers. There will be no buildings, sewage disposal, human occupancy, or other intensive uses of the site. Wheeler pf. at 3.

21. The proposed project provides additional communication infrastructure to the region. Andras pf. at 8, 11.

22. The Chittenden County Regional Planning Commission found that the placement of the proposed antennas on Tower #89 would not have substantial regional impact and is in conformance with the 2001 Chittenden County Regional Plan. Letter from Chittenden County Regional Planning Commision to Edwin L. Hobson, dated July 1, 2005 and received by the Board on July 19, 2005.

Need for Present and Future Demand for Service

[30 V.S.A. § 248(b)(2)]

23. Because the proposed Project involves the construction of wireless facilities only, and does not impact the need for present and future demand for electric service, this criterion does not apply.

System Stability and Reliability

[30 V.S.A. § 248(b)(3)]

24. Because the PCS equipment would not be connected to the transmission system as a load, it would have no effect on system stability. Hipp pf. at 7.

25. Given the robust design of the antennas, there is a negligible chance that the PCS equipment could affect system reliability by extreme weather conditions bringing down the antennas prior to any portion of the 34.5 kV line going out of service due to the same weather conditions. Hipp pf. at 7-8.

26. A structural analysis using the original 1929 drawings of the manufacturer for towers similar to Tower #89 indicated that, with the addition of the antenna array, no part of the tower would be stressed beyond its allowable load. The antennas and attendant structures are designed to withstand 125 mph winds. Hipp pf. at 5-6; exh. GMP-13.

27. GMP will install and maintain, at IWO's expense, IWO's facilities on GMP's transmission tower. Couture pf. at 3; Andras pf. at 4; exh. GMP-1; *see also* Discussion following Project Description, above.

28. The wireless equipment will not interfere with GMP's access to or maintenance of its facilities. Hipp pf. at 3.

Economic Benefit to the State

[30 V.S.A. § 248(b)(4)]

29. The cost of installation, operation, and maintenance of the antenna array and related transceiver facilities will be paid for entirely by IWO. Lease payments will result in a stream of payments of at least $1,100 per month to GMP for up to twenty years. The use of a GMP transmission tower for additional revenue slightly reduces GMP's net cost of operation and therefore provides a small benefit to GMP ratepayers. Couture pf. at 1-3.

30. Vermont benefits by the provision of a high-speed wireless network supporting the Internet, voice, video, 911 emergency service, and other technologies. This network competes with other existing cellular services. Andras pf. at 11.

31. Other economic benefits include retail and technical jobs to support the Spring PCS network, and the jobs of constructing and maintaining the equipment. Andras pf. at 11.

Aesthetics, Historic Sites, Air and Water Purity,
the Natural Environment and Public Health and Safety

[30 V.S.A. § 248(b)(5)]

32. The Project will not have an undue adverse effect on aesthetics, historic sites, air and water purity, the natural environment and public health and safety. This finding is supported by Findings 33 through 66, below, which are the criteria specified in 10 V.S.A. §§ 1424(a)(d) and 6086(a)(1)-(8)(a) and (9)(k).

Public Health and Safety

33. Radio frequency emissions are within the limits regulated by the Federal Communications Commission.[3] Andras pf. at 16; exhs. GMP-10 & 11.

34. The Project will result in enhanced 911 services. Andras pf. at 8.

35. GMP will install and maintain, at IWO's expense, IWO's facilities on GMP's transmission tower. Couture pf. at 3; Andras pf. at 4; exh. GMP-1; *see also* Discussion following Project Description, above.

36. The ground-equipment platform would be enclosed by a 6-foot-high chain link fence topped by a one-foot barbed wire extension. Wheeler pf. at 2.

Discussion

The Board has some concern over the potential impact to public safety with respect to the use of barbed wire within several hundred feet of the Riverview Commons mobile home park. In

3. No state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communication Commission's regulations concerning such emissions. *See* 47 USC § 332(c)(7)(B)(iv).

a previous petition for a similar facility in Essex Junction, Vermont, GMP and IWO proposed to enclose the ground equipment within an eight-foot-high wooden stockade fence.[4] On October 14, 2005, Board staff held two conference calls with representatives from IWO and the Department to discuss this issue.[5] IWO mentioned that this is not the first time there has been concern over the use of barbed wire. The Department stated that its position is that it would prefer that IWO not use barbed wire at this location. IWO stated that the ground equipment is fairly robust, but that it should be protected by a fence. IWO further stated it could construct the six-foot chain link fence without the barbed wire, but would prefer to also have the option of constructing an eight-foot stockade fence, as was approved for the facility in Essex Junction. In a letter filed on October 18, 2005, IWO withdrew its request for barbed wire atop the six-foot chain link fence, and reiterated its request to have the option to construct an eight-foot wooden stockade fence.[6] We will not approve the use of barbed wire at this location, but will give IWO the option of constructing either a six-foot chain link fence without the barbed wire or an eight-foot wooden stockade fence.

Air Pollution

[10 V.S.A. § 6086(a)(1)]

37. There will be no air emissions from the proposed antennas and associated equipment. During construction, dust will be controlled with water, as needed, to ensure airborne dust does not leave the work area. All equipment used for site work during construction will be properly maintained to ensure that no undue exhaust emissions are produced during the construction phase of the proposed Project. Wheeler pf. at 13.

Headwaters and Water Quality

[10 V.S.A. § 1424a(d)(1)&(2) and § 6086(a)(1)(A)]

38. The Project is not located in a headwaters area, and therefore, will not reduce the quality of the ground or surface waters of a headwaters area. There is no surface water at the site, and

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4. *See* Docket No. 6978, Order of 8/31/04, at 3, finding 8; Docket 6978 exh. 5 at 8.

5. A representative from GMP also participated in the first conference call. The Vermont Agency of Natural Resources was notified of that call, but did not participate. The second conference call was a continuation of the first, after IWO obtained additional information.

6. Letter dated October 17, 2005, from Edwin Hobson, IWO, to Susan Hudson, Clerk of the Board.

the site is not within an aquifer (source) protection area. Due to relatively steep slopes and silty textured soils, the Project area does not supply a significant amount of recharge water to an aquifer. Wheeler pf. at 9, 10, 14.

Waste Disposal

[10 V.S.A. § 6086(a)(1)(B)]

39. There will be no on-going need for waste disposal associated with the Project. There may be minor amounts of solid waste generated during the construction of the Project. These wastes will be collected on-site as they are generated and will be properly disposed of upon completion of the construction. There will be no harmful or toxic substances discharged on the site in any manner. Wheeler pf. at 15.

Water Conservation

[10 V.S.A. § 6086(a)(1)(C)]

40. The Project will not require the use of water during or after construction, unless a small volume of water is used to control dust during construction. Wheeler pf. at 15.

Floodways, Streams, and Shorelines

[10 V.S.A. § 1424a(d)(3)&(12) and § 6086(a)(1)(D)(E) &(F)]

41. The proposed Project is not located within a floodway, and is not located near any stream or shoreline. Wheeler pf. at 9, 15.

Wetlands

[10 V.S.A. § 6086(a)(1)(G)]

42. There are no significant (Class One or Two) or Class Three wetlands on the Project site. The Project site is located on uplands with no surface waters in the immediate vicinity. The tower is located on the high point of land, and the proposed access road will be along the top of a small ridge. Wheeler pf. at 9, 15.

Sufficiency of Water and Burden on Existing Water Supply

[10 V.S.A. §§ 6086(a)(2)&(3)]

43. The Project will not require the use of water during or after construction, unless a small volume of water is used to control dust during construction. Wheeler pf. at 15.

Soil Erosion

[10 V.S.A. § 6086(a)(4)]

44. A small amount of grading will be required to prepare the ground surface for the placement of the gravel driveway surfacing material and the gravel that will be placed within the fencing surrounding the equipment cabinets. Wheeler pf. at 16.

45. Standard erosion control practices will be employed to minimize the potential for soil erosion during the construction phase of the proposed Project. These will include the placement of silt fencing around the work areas to keep equipment confined to the minimum area necessary and to control any run-off that may occur. Additionally, all areas of exposed soil will be seeded and mulched as soon as possible following completion of the work. Wheeler pf. at 16-17; exh. GMP-5.

46. The gravel-surfaced driveway and the gravel area surrounding the steel platform will not significantly reduce the capacity of the land to hold water. Wheeler pf. at 17.

Transportation Systems

[10 V.S.A. § 6086(a)(5)]

47. The proposed Project will not have any adverse impact on transportation in the region. Wheeler pf. at 17.

Educational & Municipal Services

[10 V.S.A. § 6086(a)(6) & (7)]

48. The proposed Project will not have any adverse impact on education or municipal services. Wheeler pf. at 17-18.

Scenic or Natural Beauty, Aesthetics,
and Rare and Irreplaceable Natural Areas

[10 V.S.A. § 1424a(d)(7) through (9) and § 6086(a)(8)]

49. The Project as proposed will not have an undue adverse effect on the scenic or natural beauty, aesthetics, or rare and irreplaceable natural areas. This finding is supported by Findings 50 through 62, below.

50. No significant geologic features are present at the Project site, and there is no natural stream channel on the site. Wheeler pf. at 11.

51. There are no rare or irreplaceable natural areas within or near the Project site. Wheeler pf. at 11.

52. An aesthetic benefit of co-locating the antennas on an existing tower is that it does not require the construction of a new tower. Andras pf. at 12.

53. The antenna array would extend six feet above an 84-foot-tall transmission tower, and the width of the antenna array would be much less than that of the transmission tower. The tower is not prominent from the public vantage point, and the tower is in the vicinity of other utility structures. Andras pf. at 12; exh. GMP-4 at 1-10, 12-13, 15-22; exh. GMP-5 at 6.

54. There is dense foliage on the ground, and, in conjunction with the green "easy fencing" to be applied to the chain link fence, the IWO ground equipment will be well-screened. Andras pf. at 12.

55. The location of the proposed Project is fairly well screened from public view, and is further obscured by the co-location of the antennas on the transmission tower. The limited view of the GMP transmission tower is similar to that of several other utility towers in the immediate vicinity. Andras pf. at 13.

56. Beyond the immediate area of the Project site, the only visible component of the Project will be the antennas mounted on the existing Tower #89. Wheeler pf. at 4.

57. Tower #89 is visible from most locations within the upper portion of the Riverview Commons mobile home park. However, outside of this area, the distance between the Project site and the roads from which it can be seen is so distant that the tower appears very small and is not apparent without careful attention. Wheeler pf. at 5-6; exhs. GMP-4 & 15.

58. The Vermont Division for Historic Preservation, in its review of the Project, determined that the addition of the antennas " . . . will not significantly alter the existing tower nor will it significantly alter the view of the tower from the surrounding landscape." Wheeler pf. at 5; exh. GMP-17.

59. The antennas will be painted flat gray, to blend in with the sky, as directed by the Town of Richmond's zoning approval. Andras pf. at 14.

60. Each of the three proposed antennas would be 64 inches long by 10.6 inches wide, on top of an 84-foot steel-framed tower, and above three 18- or 22-foot horizontal extensions for

supporting the conductors. The horizontal extensions are separated vertically by approximately 9 feet. Wheeler pf. at 4.

61. The Project area is at the base of, and on, an existing steel-framed transmission tower. The Project vicinity is within and adjacent to the existing GMP and Vermont Electric Power Company ("VELCO") transmission rights-of-way. A VELCO transmission line mounted on H-frame poles is also located within this utility corridor, between the Project and Riverview Commons. Wheeler pf. at 5-6; exh. GMP-15.

62. The equipment cabinets to be located on the steel platform at the base of the tower will be well-screened. The Project is located slightly beyond the crest of the hill leading up to the tower location, and will not he highly visible from Riverview Commons. The water system facility for Riverview Commons is located adjacent to the Project area, between the utility right-of-way and Riverview Commons. The water system facility includes a control building and a large earthen mound that covers five 8,000-gallon water storage tanks. Concrete access ways and piping are visible on top of the buried tanks. A storage trailer is also located adjacent to the water system control building. Wheeler pf. at 5-6; exh. GMP-15.

Discussion

Based on the above findings, the Board finds that this Project will not have an undue adverse effect on the aesthetics or scenic and natural beauty of the area. In reaching this conclusion, the Board has relied on the Environmental Board's methodology for determination of "undue" adverse effects on aesthetics and scenic and natural beauty as outlined in the so-called Quechee Lakes decision. Quechee Lakes Corporation, #3W0411-EB and 3W0439-EB, dated January 13, 1986.

As required by this decision, it is first appropriate to determine if the impact of the project will be adverse. The project will have an adverse impact on the aesthetics of the area if its design is out of context or not in harmony with the area in which it is located. If the project were found to have an adverse impact, it would then be necessary to determine whether such an impact would be "undue." Such a determination would be required if the project violated a clear written community standard intended to preserve the aesthetics or scenic beauty of the area, if it would

offend the sensibilities of the average person, or if generally available mitigating steps were not taken to improve the harmony of the project with its surroundings.

The proposed Project will not have an adverse effect on the aesthetics of the area. The wireless antennas will extend six feet above the height of the existing 84-foot transmission tower, and the control equipment at the base of the tower will not be highly visible due to existing vegetation, topography, green fencing, and other nearby facilities. The proposed Project will fit in the context of the area, where several similar transmission structures are present. The proposed Project does not violate a clear, written community standard, is not shocking or offensive, and is based on a design that makes use of reasonably available mitigation measures.

Archeological and Historic Resources

[10 V.S.A. § 1424a(d)(10)&(11) and § 6086(a)(8)]

63. Because Tower #89 was constructed in 1929, it is considered an historic structure. However, the Vermont Division for Historic Preservation has determined that the Project will have no effect on historic architectural or archeological resources. Wheeler pf. at 8-9, 11, 12; exhs. GMP-16 & 17.

Necessary Wildlife Habitat and Endangered Species

[10 V.S.A. § 1424a(d)(4) through (6) and § 6086(a)(8)(A)]

64. The Project site does not provide necessary wildlife habitat. The site is located immediately at the edge of a large mobile home park and is within and adjacent to a utility line right-of-way. The vegetation within the right-of-way is controlled to protect the utility lines and to maintain an open access to the corridor. Wheeler pf. at 11, 20.

65. Review of the Vermont Significant Habitat maps indicates that there are no known occurrences of threatened or endangered plants or animals near the Project site. Wheeler pf. at 10-11.

Development Affecting Public Investments

[10 V.S.A. § 6086(a)(9)(K)]

66. The proposed Project does not impact any public investments. Wheeler pf. at 20.

Least-Cost Integrated Resource Plan

[30 V.S.A. § 248(b)(6)]

67. The Project is consistent with GMP's least-cost Integrated Resource Plan because it would provide GMP with an additional revenue resource on the existing utility transmission structure. Couture pf. at 5.

Compliance with Electric Energy Plan

[30 V.S.A. § 248(b)(7)]

68. The proposed Project is consistent with the Vermont 20-Year Electric Plan, pursuant to 30 V.S.A. § 202(f). Letter dated October 18, 2005, from Jim Porter, Special Counsel, DPS.

Outstanding Resource Waters

[30 V.S.A. § 248(b)(8)]

69. The Project is not located on any segment of water that has been designated an outstanding resource waters by the Water Resources Board. Wheeler pf. at 8-13.

Waste to Energy Facilities

[30 V.S.A. § 248(b)(9)]

70. The Project is not a municipal solid-waste-to-energy facility, and, therefore, this criterion is inapplicable.

Existing or Planned Transmission Facilities

[30 V.S.A. § 248(b)(10)]

71. The Project can be served economically by existing or planned transmission facilities without undue adverse effect on Vermont utilities or customers. The Project would operate at 120/240 volts at 100 amps, and its electricity demand is therefore comparable to a small house. Andras pf. at 14.

III. CONCLUSION

Based upon all of the above evidence, we conclude that the proposed construction will be of limited size and scope; the petition does not raise a significant issue with respect to the substantive criteria of 30 V.S.A. § 248; the public interest is satisfied by the procedures authorized by 30 V.S.A. § 248(j); and the proposed Project will promote the general good of the state.

IV. ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Public Service Board of the State of Vermont that the proposed Project, in accordance with the evidence and plans presented in this proceeding, will promote the general good of the State of Vermont in accordance with 30 V.S.A. Section 248, and a certificate of public good shall be issued in the matter.

SO ORDERED.

Dated at Montpelier, Vermont, this 3rd day November, 2005.

s/James Volz)
)
) PUBLIC SERVICE
)
s/David C. Coen) BOARD
)
) OF VERMONT
s/John D. Burke)

OFFICE OF THE CLERK

FILED: November 3, 2005

ATTEST: s/Susan M. Hudson
Clerk of the Board

NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: Clerk@psb.state.vt.us)

Appeal of this decision to the Supreme Court of Vermont must be filed with the Clerk of the Board within thirty days. Appeal will not stay the effect of this Order, absent further Order by this Board or appropriate action by the Supreme Court of Vermont. Motions for reconsideration or stay, if any, must be filed with the Clerk of the Board within ten days of the date of this decision and order.